

Kiosk Rental Agreement

This agreement is entered into between the San Pedro Property Owners' Alliance (SPPOA) and _____, (the Operator), _____ on _____, 2017.

Services

SPPOA will allow the Operator to sell approved items (as described in Exhibit A) from a red kiosk adjacent to an area commonly known as the San Pedro Waterfront Promenade. The location of the kiosk will be determined between the SPPOA and the Port of Los Angeles (POLA). Operator will not be allowed to move the kiosk from its designated location without written permission from the SPPOA.

The Operator must submit a schedule of items that it may sell. See Exhibit A. All items must be approved by the SPPOA.

Dates of Services/Hours of Operation

Operator may operate the kiosk Thursdays, Fridays, Saturdays and Sunday, special events and holidays for a period commencing ____/____, 2017 and terminating September 17, 2017 between the hours of 10:00 AM and 10:00 PM. The Operator agrees to operate its kiosk at a minimum on Saturdays and Sundays between the hours of 10:00AM – 6:00 PM.

Staffing

All staff working at the designated kiosk location will be the Operator's employees or owners.

Insurance

The Operator shall provide evidence of Workers' Compensation insurance and Liability insurance in an amount not less than one million (\$1,000,000) dollars. These policies shall contain the following for additional insured –

“The San Pedro Property Owners' Alliance, the San Pedro Historic Waterfront Business Improvement District, their stakeholders, officers, directors, agents and employees are added as additional insured under this policy.”

Permits and Taxes

The Operator shall be responsible for acquiring and maintaining all necessary permits and licenses required by the City and County of Los Angeles and the State of California. The Operator shall be responsible for the collection and remittance of all sales and use taxes, if any, arising from the sale of items subject to sales and use tax. The Operator shall submit a monthly sales report to the San Pedro Property Owners' Alliance.

The Operator will submit a copy of its business license, sales tax certificate and State Board of Equalization documents to the SPPOA.

Rent & Common Area Maintenance (CAM)

Rent shall be one hundred (\$100.00) dollars per month. Rent is due on the first day of each month. Rent not received by the 10th of the month shall be considered delinquent and subject to a \$25 late fee.

Inventory Security

OPERATOR shall solely be responsible for all inventory displayed and/or stored in its kiosk.

SPPOA or the Port of Los Angeles assumes no liability for any inventory or property of OPERATOR.

Protection of Promenade Paving Surfaces

OPERATOR shall provide industrial matting in front of its kiosk customer service area to prevent staining of the Promenade paving. OPERATOR shall maintain the walkway area in and around its location to remove any food residue, grease or similar substances from the paved areas.

The Operator shall maintain a clean environment and shall be responsible for removal of all trash. Operator will be charged a minimum of \$25 if area per day if area is not kept clean or trash is not taken away.

Operator shall notify SPPOA if any liquid is spilled that would require special cleaning.

Signs

Operator agrees to furnish sign at his/her own expense. The sign(s) must be affixed to the kiosk. Any other signage must be request and agreed to in writing.

Cancellation of Agreement

Should OPERATOR be found in violation of any of the terms of this agreement, SPPOA may cancel this agreement by providing five (5) days notice to OPERATOR.

Either party may cancel this agreement, with or without cause, by providing thirty (30) days notice to the other party in writing.

Should the Port of Los Angeles cancel the Temporary Entry & Use Permit that allows the SPPOA to use the designated space on the Waterfront Promenade, this agreement shall automatically cancelled as of the date of cancellation by the Port of Los Angeles to SPPOA.

OPERATOR agrees that should this agreement be cancelled by SPPOA that SPPOA shall not be responsible for any liability to OPERATOR for any damages resulting from that cancellation.

Agreed to by:

San Pedro Property Owners' Alliance

390 West 7th St.

San Pedro, CA 90731

T 310.832.2183

Lorena Parker
Executive Director

Date

Print
Name_____

Address_____

Phone: _____

Signature

Date

Exhibit A

Products to be sold:

[illegible]